

# **ADDENDUM TO THE LODI PROFESSIONAL FIREFIGHTERS MOU**

**February, 2009**

- A. The City of Lodi and the Lodi Professional Firefighters currently operate under a Memorandum of Understanding effective July 1, 2007 through December 31, 2009.
- B. This Addendum is entered for the purpose of addressing the significant and unanticipated budget crisis caused by the current economic downturn.

For the above reasons the parties agree:

Term: The term of the Agreement shall be extended one year to include July 1, 2007 through December 31, 2010.

Minimum Staffing: The parties agree to lower current staffing from 15 to 12 where necessary to avoid overtime for the period between March 1, 2009 and June 30, 2010. Staffing will be returned to 15 after June 30, 2010. This agreement will, where necessary, close the second company (Engine 2031) at Station One to ensure that all four stations remain operational 24/7. Overtime restrictions will not apply where overtime needs are caused by OES strike team responses and emergency call backs.

Article VII – Compensatory Time, shall be amended to add the following:

- 7.4 At the end of section 7.4 add the following sentence: However, during the pay periods in which March 1, 2009 through July 1, 2010 fall, a maximum of 480 hours of compensatory time may be carried on the books. After July 1, 2010 employees with banks in excess of 144 hours shall be entitled to continue to use their excess compensatory time but shall not be eligible to accrue additional compensatory time until their compensatory time balance falls back below 144 hours.

Article VIII – Salary, shall be amended to add the following:

- 8.5 Add new paragraph 8.5 as follows: Bargaining unit members agree to a 2.5% salary reduction beginning in the first pay period in which March 1, 2009 falls and ending in the first pay period in which June 30, 2010 falls.

- 8.6 Add new Paragraph 8.6 as follows: The City endeavors, where financially feasible, to pay fire salaries at the median of the survey cities.

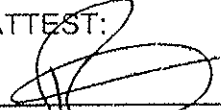
Article XXIII – Retirement, shall be amended to add the following:

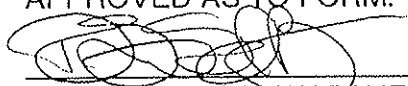
- 23.3 Add Section 23.3 as follows: The City will explore the financial feasibility of exchanging a salary increase for employee paid employee share of PERS contributions. However, any decision to make the exchange shall be in the full discretion of the City Council.

This Addendum shall not become effective until approved by the Lodi City Council.

CITY OF LODI,  
a municipal corporation

  
\_\_\_\_\_  
BLAIR KING, City Manager

ATTEST:  
  
\_\_\_\_\_  
RANDI JOHL, J.D., City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney

Lodi Professional Firefighters.

By   
\_\_\_\_\_  
President

**SIDE LETTER TO THE LODI PROFESSIONAL FIREFIGHTERS  
MOU**

**June, 2009**

- A. The City of Lodi and the Lodi Professional Firefighters currently operate under a Memorandum of Understanding effective July 1, 2007 through December 31, 2010 as Amended by Addendum dated February of 2009.
- B. This Side Letter is issued for the purpose of addressing the significant and unanticipated budget crisis caused by the current economic downturn.

For the above reasons the Parties agree as follows:


Bargaining Unit Members agree to waive Vacation Cash Out, and Deferred Compensation Match beginning in the first pay period in which July 1, 2009 falls and ending in the first pay period in which June 30, 2010 falls. These contributions shall not apply to members who, by June 10, 2009 have announced their retirement effective on or before August 31, 2009.

This Side Letter shall not become effective until approved by the Lodi City Council. Moreover, in the event that revised budget projections permit reduction of these contributions during the 2009/10 budget year, City agrees to revisit and roll them back as soon as feasible.


CITY OF LODI,  
a municipal corporation

  
\_\_\_\_\_  
BLAIR KING, City Manager

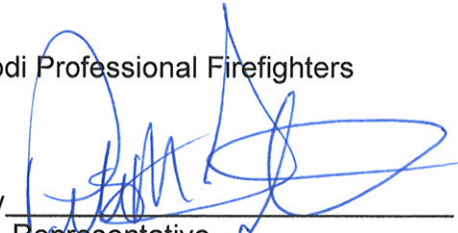
ATTEST:

  
\_\_\_\_\_  
RANDI JOHL, J.D., City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
D. STEPHEN SCHWABAUER  
City Attorney

Lodi Professional Firefighters

By   
\_\_\_\_\_  
Representative